INTRA - OFFICE MAIL CONTROL SLIP FOR CODE: DF-MSO-1

ROUTE NUMERICALLY		DATE AND INITIALS
1	CARMODY	7-27
	BARNES	
	GONOS	
2	HIBBARD	MA
	KEITH	
	McINERNY	
3	Pat	

CHECK APPROPRIATE ACTION

CIRCULATE AND:

- ☐ DESTROY
- ☑ FILE
- ☐ FORWARD TO: _____
- ☐ RETURN TO: _____

- ☐ SEE REMARKS
- ☐ SPECIAL COMMENTS
- ☐ EMPLOYEE'S COPY
- ☐ ASSIGN ACTION (SEE REVERSE)

REMARKS: Send one copy to Hal Row done MA

OFFICE OF MANNED SPACE FLIGHT PROGRAM DIRECTIVE	M-D MA 1400.174 (Project)	DATE January 14, 1975

ASTP

PROGRAM DIRECTIVE NO. 10

TO: DISTRIBUTION

FROM: Chester M. Lee
PROGRAM DIRECTOR, ASTP

SUBJECT: ASTP POLICY ON ACCOUNTABILITY FOR EXPERIMENT MATERIEL RETURNED FROM THE ASTP MISSION

HEADQUARTERS OFFICE OF PRIME RESPONSIBILITY: DIRECTOR OF ASTP ENGINEERING (MAE)

I. PURPOSE:

The purpose of establishing a policy on accountability for experiment materiel returned from the ASTP mission is two-fold: one, to insure the integrity of experimental data embodied in the returned materiel, whether it be specimens, films, tapes, or whatever; and two, to prevent loss, theft or unauthorized use or disposition of such materiel for purposes of commercial exploitation or any other misuse that would reflect adversely on the ASTP Program, NASA, or the United States Government.

II. SCOPE

This directive is applicable to all NASA organizations with cognizance over the development of ASTP experiments or which have a role in the handling or disposition of ASTP materiel returned from the mission.

III. POLICY

It is ASTP policy to maintain personal and institutional accountability for the security and integrity of specimens, samples, equipment returned for calibration, films, magnetic tapes, containers, holders, magazines and any other experiment items returned from orbit. Items in the Official Flight Kit and the Astronaut Preference Kit are covered by NMI 8030.19 and are not included under this directive.

IV. REQUIREMENTS

The Experiment Development Center for each of the ASTP Experiments is required to prepare rules and procedures to assure appropriate safeguarding of returned Orbital Experiment Materiel. These rules should cover specimens, samples, equipment returned for calibration, films, magnetic tapes; the containers, holders, magazines, etc. associated with them, and any other items returned from orbit associated with the ASTP experiments. The rules and procedures should cover the adequacy of provisions for environmental and physical security as well

as the handling and accountability of the materiel, and should address the problems of accidental loss, theft, substitution, or unauthorized use, whether by negligence or willful action.

Provision should be included in the governing agreement to ensure that appropriate rules and procedures are adopted by the owner (other than the U.S. Government) of the materiel actually flown so that the materiel is protected from loss after the materiel is returned to the owner. The agreement should also provide that the corpus of the materiel actually flown shall not be sold, leased or otherwise disposed of by the owner without the prior approval of NASA. This provision is not intended to affect the owner's other rights that he may have under the agreement, if any, in that materiel; for example, the right to patent, copyright, or authorize or license others to duplicate, or reproduce the materiel. It may also be stated that on condition that reasonable safeguards be imposed for the protection of the corpus of the materiel, NASA's approval is given in advance to the donation or other method of disposal of the corpus of the materiel to appropriate governmental, education or other institutions for scientific use, display to the public, storage, and in appropriate cases, consumption or destruction.

Provisions should include:

1. Definition of Terms
2. Scope and Applicability of the rules
3. Assignment of Responsibility
4. Procedures and Documentation for:

    a. transportation
    b. storage, handling, access control
    c. transfer and exchange with other investigators
    d. public display
    e. return to NASA
    f. permanent/final disposition
    g. return of joint experimental data

5. Inventory and audits
6. Steps that should be taken in the event of suspected theft, loss or misuse.

The interests of the government and NASA must be adequately protected in all agreements; whether contractual, oral, IED's, letters, or in any other manner of form whatsoever. Any deficiencies found to exist may require renegotiation unless a waiver is obtained from the Program Director. The materiel, sample, and specimen security requirements as imposed herein are applicable to all Development Centers receiving such post-flight materiel , samples, and/or specimens. However, specific exemption to the requirements is hereby granted to those materiel , samples, and/or specimens in the custody of the U.S.S.R.

since it is anticipated the U.S.S.R. will follow their normal procedures and practices in safeguarding such materiel . Any joint U.S.-U.S.S.R. experiment materiel in the custody of the U.S. and which is to be transferred to the U.S.S.R. in accordance with an IED shall be subject to the security and safeguarding provisions of this Directive until either receipt or turnover of the materiel to the U.S.S.R.

It is recognized that the rules may take different forms depending on the exact nature of the materiel, the kinds of hazards that threaten it, and the nature of the legal agreements with the Principal Investigator, foreign governments, or commercial organizations whether it be by contract, grant, international agreement, interagency agreement, or by the terms of employment of in-house staff. If more than one center has responsibility for a particular item, the affected centers should coordinate a jointly agreed set of rules.

The Johnson Space Center has responsibility for establishing procedures, security, transportation, and any other measures identified as constraints or requirements by the Experiment Development Centers to cover the handling of returned orbital experiment materiel from splashdown through delivery to bonded storage at JSC (or other location if so designated in special cases).

International Agreements. Cooperative international experiments funded by foreign space agencies and supplied to NASA for flight on the ASTP mission will be the subject of letter agreements between NASA and the foreign sponsoring agency. These agreements will provide for the return of experiment materiel after flight to the foreign Principal Investigator for analysis and publication of results. The agreement will also provide for NASA access to all experiment results. Implementation of the terms of the letter agreement will be carried out through the principal points of contact designated in the letter agreement. Amendment, expansion or elaboration of the terms of the agreement will be initiated by the NASA Headquarters Office of International Affairs with the foreign sponsoring agency. Where deemed applicable, the Office of International Affairs will call to the attention of the foreign sponsoring agency NASA procedures for the transportation, storage, handling, access control, and public display of experiment materiel in order that the sponsoring agency may take appropriate steps to establish parallel procedures with respect to comparable ASTP experiment materiel they have supplied.

V. ARCHIVES

A. Data:

A duplicate copy of the original experiment data or the processed equivalent, including photographic films and magnetic tapes where applicable, shall be stored for safekeeping by the NASA Development Centers. Interim storage of the materiels by the NASA Development Centers shall be accomplished in a manner that the Principal Investigator's first publication rights of his results and findings, within one year, are protected. All stored materiel shall be controlled. Final storage of experiment data, upon completion of the Principal Investigator's proprietory period, will be in World Data Center A_x in a form acceptable to the Principal Investigator, the NASA Development Center, and the World Data Center.

B. Experiment and Flight Hardware:

Experiment Development Centers shall establish policies, rules, and procedures to ensure personal and institutional accountability for the security and integrity of specimens/samples returned from flight until the samples or specimens have been utilized or consumed in the post-flight analysis. All necessary precautions are to be taken to avoid loss, theft or unauthorized use/disposition of such materiel. NMI's 8020.19B and 2700.3 are to be followed respectively for reporting any lost or stolen materiel and for disposition of NASA Historical Artifacts.

Development Centers will be responsible for Principal Investigator use of experiment hardware for the period of time required by the investigators. Except in those cases where the hardware is the property of an organization other than NASA as determined by prior agreement, NASA Development Centers will provide bonded storage for experiment hardware after it has served its purpose as intended by the Principal Investigator.

C. Backup Flight Hardware and Ancillary Equipment:

NASA Development Centers are responsible for the safekeeping of experiment backup hardware, including training units and ancillary equipment until its final disposition. Location of storage shall be as mutually determined by NASA and the Principal Investigator. Consideration must be made of prior rights of the Smithsonian Institution to flight, training, and backup hardware (see NMI 2700.3).

VI. IMPLEMENTATION

This Directive is effective upon receipt by the appropriate Centers. The plans, consisting of Rules and Procedures, to be developed in accordance with Paragraph IV of this Directive are to be transmitted to the Program Director no later than February 28, 1975.